

## AGREEMENT

regarding

THE TERMS AND CONDITIONS OF EMPLOYMENT

between

Mahwah Township Board of Education  
THE BOARD OF EDUCATION

and

THE MAHWAH EDUCATION ASSOCIATION/SCHOOL SERVICE PERSONNEL

of the

MAHWAH TOWNSHIP PUBLIC SCHOOLS

of

MAHWAH, NEW JERSEY

Effective July 1, 1984 - June 30, 1987

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## ARTICLE I

### RECOGNITION

The Board agrees to and hereby does recognize the Association as the sole and exclusive negotiating agent for the purpose of collective bargaining in any and all matters relating to terms and conditions of employment on behalf of any member of the Mahwah Education Association/School Service Personnel (M.E.A./S.S.P.) who is employed by the Board of Education as recognized in the Salary Guide of this Agreement.

## ARTICLE II

### NEGOTIATION PROCEDURE

The Board and the Association agree to negotiate a successor contract based on the law.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### Purpose

The purpose of this procedure shall be to secure at the lowest possible administrative level equitable solutions to problems which may from time to time arise affecting the welfare or working conditions of the employee from terms and conditions of employment. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate to any level of the procedure.

#### Definitions

1. Grievance - A "grievance" shall mean a complaint by a member of the bargaining unit that there has been to him/her a violation or misrepresentation of the terms and conditions of employment as provided in the Agreement. However, the term "grievance" shall not apply to any matter which is:
  - (a) a method of review as prescribed by law or State Board Rule having the force and effect of law, or
  - (b) one in which the Board of Education is without authority to act
2. Aggrieved Person - An "aggrieved person" is defined as the person or persons making the claim and his or her representative.
3. Working Days - All time limits in the procedure are determined by "working days".

### General Provisions

1. Any unit member shall have the right to appeal the interpretation, application or violation of terms and conditions of this Agreement through the procedures outlined below.
2. With respect to his/her grievance, the aggrieved person shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.
3. The aggrieved person shall have the right to representation of his/her own choosing, after first having discussed the grievance with his/her supervisor.
4. The aggrieved person shall have access to all written records within the unit member's official personal folder at the Board of Education office.

### Procedures

1. The number of days indicated at each level shall be considered as a maximum.
2. If the aggrieved person fails to meet the allotted time limits, then the grievance shall be deemed to be settled according to the status quo, and no further objections shall be raised by the aggrieved party regarding the alleged grievous condition. If the party appealed to for determination of the grievance in Levels I, II or III below fails to respond within the specified time limits as described in this Agreement, then the grievance shall be deemed moved to the next level.
3. The times limits specified may, however, be extended by mutual agreement.

### Level I

The aggrieved person shall initially discuss his/her claim with his/her immediate supervisor within seven (7) working days of the alleged occurrence of misrepresentation with the objective of resolving the alleged grievance informally through discussion.

If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved within twenty (20) days of the alleged grievance, the aggrieved shall re-present his/her original claim, in writing, to his/her supervisor within seven (7) working days.

If the immediate supervisor communicates a decision to the aggrieved person, it shall be in writing within seven (7) working days of receipt of the formal grievance.

### Level II

In the event that the grievance remains unresolved or is not resolved to the satisfaction of the aggrieved person, he/she may, within ten (10) working days, submit the grievance and the decision to his/her next immediate supervisor or to the Superintendent of Schools, in writing.

The next immediate supervisor or the Superintendent shall, within ten (10) working days of receipt of the grievance, fix a time and place for a meeting with the aggrieved person. Said meeting is to take place no later than twenty (20) working days after receipt of the grievance.

If the next immediate supervisor or the Superintendent of Schools communicates a decision, it shall be in writing within seven (7) working days from said meeting date.

### Level III

In the event that the grievance is not resolved to the satisfaction of the aggrieved at either of the previous levels, he/she may, within fourteen (14) working days, submit his/her original grievance to the Board of Education. This application must include the results achieved at each previous level and the reason for the aggrieved person's dissatisfaction with the earlier determinations.

The Board of Education shall, within fifteen (15) working days of receipt of the grievance, fix a time and place for a meeting with the aggrieved person. The meeting shall take place within twenty-one (21) days of receipt of the grievance.

The Board shall take such steps as it deems necessary and desirable to effect an equitable determination of the grievance. Such steps shall provide an opportunity for the aggrieved person and/or his/her representative and the concerned administrator/supervisor to be heard at a closed meeting. The Board will make known to the aggrieved person its decision in writing within thirty (30) days of the hearing.

#### Level IV

In the event the parties are unable to resolve the claim to the satisfaction of the aggrieved person after proceeding through the channels hereinbefore set forth, the grievance may be submitted by either party, within fourteen (14) working days from the receipt of the Board's decision, to arbitration.

Either party may request the Public Employment Relations Commission to select an arbitrator pursuant to its rules and procedures.

The arbitrator so selected shall confer with the aggrieved person and/or his/her representatives of the Board and take such steps as he/she may deem expedient to effect a voluntary resolution of the impasse. The decision of the arbitrator shall be made known in writing to both parties on completion of the hearings and shall be binding on both parties.

The costs for the services of the arbitrator, if any, shall be borne equally by the Board of Education and the aggrieved.

### ARTICLE IV

#### EMPLOYEE RIGHTS

Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every unit member shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection.

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

Each school building shall have a set of tools and tool box supplied by the Board. The Supervisor of Buildings and Grounds shall be responsible for the selection of these tools.

All personnel will be given a Mantoux Test by the school nurse, as required by law. If an employee shows a positive reaction, he/she will be required to have a chest X-ray. An employee having a positive tuberculin reaction, followed by a negative chest X-ray, shall be required to have a physical examination each year prior to December first, stating that the employee is free of contagion. The cost of the required X-ray or physical examination will be borne by the Board of Education.

## ARTICLE V

### ASSOCIATION RIGHTS AND PRIVILEGES

The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all available information that shall assist the Association in developing intelligent, accurate, informed and constructive programs, together with information which may be necessary for the Association to process any grievance or complaint.



## ARTICLE VI

### SALARY, COMPENSATION AND HOURS OF WORK

1. The salaries of all employees covered by this Agreement are set forth in Appendixes A and B.
2. The regular work week for full-time employees shall be forty (40) hours. Any employee contracted for less than forty (40) hours per week shall be considered a part-time employee. All hours over forty (40) hours in any week or eight (8) in one day shall be paid at the following rate:  

Weekdays - 1 1/2 x basic hourly rate  
Saturdays - 1 1/2 x basic hourly rate  
Sundays - 2 x basic hourly rate  
Holidays - 2 x basic hourly rate
3. Ten-month employees shall be paid in twenty (20) equal semi-monthly installments.
4. Twelve-month employees shall be paid in twenty-four (24) equal semi-monthly installments.
5. Employees will be entitled to a pay differential as noted below if their assigned work schedule requires that they serve over one-half of their time on a differential shift.

		1984-85	1985-86	1986-87
Differential shift #1	3 p.m.-11 p.m.	\$375	\$425	\$500
(second shift-nominally)				
Differential shift #2	11 p.m.-7 a.m.	\$500	\$550	\$625
(third shift-nominally)				

6. Where there is a shortage of manpower due to an emergency (snowstorm, boiler breakdown, flooding, etc.), employees shall be required to work overtime in order to complete the necessary work.
7. Where there is a shortage of manpower due to unfilled vacancies, the employees may volunteer for such overtime. The Supervisor of Buildings and Grounds will prepare a list of employees who wish to work overtime. No employee shall work a double shift without a break unless the employee so wishes.
8. It shall be clearly understood by both parties that the salary schedules (e.g., designated as Appendix A and included in this Agreement) do not guarantee an automatic salary increase. The Board reserves the right to withhold for inefficiency or other good cause any and all employment, adjustment and merit increments.

9. Emergency Call Back Time: When an employee is required to return after his regular shift has ended and before his next shift has begun, he shall be guaranteed payment for the following hours as a minimum at the proper rate of pay, snow days not included:

July 1, 1984 through January 31, 1985 : 2 1/2 hours  
February 1, 1985 through June 30, 1987: 3 1/2 hours

10. The Board shall provide up to \$80 per year for one pair of workshoes. A receipt shall be required for payment.

## ARTICLE VII

### TRANSFER AND REASSIGNMENT

Employees desiring a change in employment shall make their request in writing to the Supervisor of Buildings and Grounds.

The unit member considered for involuntary transfer shall be given an opportunity to discuss the transfer with his/her immediate supervisor prior to the decision to transfer and, if he/she requests, with the Superintendent.

## ARTICLE VIII

### VACANCIES AND NEW POSITIONS

Notice of vacancies in unit positions shall be posted in all schools, in the maintenance garage and the custodial office of the high school cafeteria within ten (10) days of official Board action vacating a position or creating a new position within the school system.

Employees wishing to apply for a posted vacancy must do so within five (5) working days of such notice. Seniority will be considered when equal qualifications are presented. Final decision as determined by the Supervisor of Buildings and Grounds and agreed to by the Superintendent of Schools is subject to the approval of the Board of Education.

## ARTICLE IX

### FAIR DISMISSAL PROCEDURE

Unit members who are terminated shall be notified of the reason for the termination in accordance with the law.

After twelve (12) months of continuous service, no employee shall be discharged (excluding reduction in force) without just and sufficient cause. Such discharges are subject to the grievance procedure; however, the final step shall be advisory arbitration.

## ARTICLE X

### SICK LEAVE

Sick leave is hereby defined to mean the absence from duty of any employee because of personal disability due to illness or injury or because he/she has been excluded from school by the school district's medical authorities because of a contagious disease or because of a quarantine for such a disease in his/her immediate household.

All twelve-month employees shall be allowed sick leave with full pay for twelve (12) days in any year. Ten-month employees will be allowed ten (10) days' sick leave in any year.

The number of accumulated sick leave days will be provided to the employee in September each year in the employee's first paycheck.

Upon retirement or leaving the employment of the Mahwah Board of Education after three (3) years of continuous service, a twelve-month or ten-month employee shall receive reimbursement for unused sick days based on the following formula:

Number of days accumulated divided by three. This number multiplied by the daily rate of pay at the time of retirement or leaving the employment of the Board of Education.

A leave of absence without pay up to one year shall be granted for the purpose of caring for a sick member of the unit member's immediate family. Immediate family shall be defined as the employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother or sister.

## ARTICLE XI

### OTHER LEAVE

Employees shall be entitled to the following temporary noncumulative leaves of absence with full pay each school year:

1. Up to three (3) days at any one time in the event of the death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother or sister. Employees shall be granted up to one (1) day in the event of death of any other member of his immediate household.
2. Each 12-month employee who has been employed at least six (6) months may be granted, with full pay, four (4) personal days for personal reasons, subject to the approval of the Supervisor of Buildings and Grounds. Each 10-month employee who has been employed at least six (6) months may be granted, with full pay, three (3) personal days for personal reasons, subject to the approval of the Supervisor of Buildings and Grounds. Employees shall be required to give their immediate supervisor at least three (3) days' notice, except in an emergency. Reason for leave must be given.
3. No leave will be granted prior to or immediately following a vacation period or weekend without the express approval of the Assistant Superintendent after the specific reason is given in writing.

## ARTICLE XII

### INSURANCE PROTECTION

The Board shall provide the health care insurance protection designated herein. The Board shall pay the full premium for each employee and his dependents under a Blue Cross-Blue Shield Plan. The Board shall also pay the full premium on a major medical plan and Rider J portion of the Blue Cross-Blue Shield Plan for the employee and his family. The Board shall pay the full premium on a dental plan for each employee and his/her dependents. The Board shall implement in 1982-83 a \$1.00 co-pay prescription plan for each employee and his/her dependents.

Each year the Board shall provide each employee with a \$5,000 double indemnity life insurance policy (beneficiary to be named by the employee).

## ARTICLE XIII

### EMPLOYEE IMPROVEMENT

Those employees who hold legitimate and certified boiler licenses shall receive the following stipends each year:

1984-85:	\$275
1985-86:	\$300
1986-87:	\$350

Employees must show proof of certification to the Superintendent before the stipend is granted.

ARTICLE XIV

THIS AGREEMENT IS MADE AND ENTERED INTO ON THIS 18<sup>th</sup>  
day of March, 1985, by and between the MAHWAH BOARD  
OF EDUCATION, (hereinafter referred to as the "Board") and  
the MAHWAH EDUCATION ASSOCIATION/SCHOOL SERVICE PERSONNEL  
(hereinafter referred to as the "Association").

Mahwah Education Association/  
School Service Personnel

By   
President

By   
Secretary

Mahwah Board of Education

By   
President

By   
Secretary

Dated this 18<sup>th</sup> day of March, 1985.

## APPENDIX A

### MAINTENANCE SALARY GUIDE

	<u>1984-85</u>	<u>1985-86</u>	<u>1986-87</u>
Step 1	\$11,832	\$12,518	\$13,265
Step 2	12,211	12,897	13,645
Step 3	12,626	13,310	14,058
Step 4	13,056	13,762	14,508
Step 5	13,500	14,231	15,001
Step 6	13,956	14,715	15,512

All personnel above the sixth step on the guide will receive a 9.5 percent increase in 1984-85, a 9 percent increase in 1985-86 and a 9 percent increase in 1986-87.

### CUSTODIAL SALARY GUIDE

	<u>1984-85</u>	<u>1985-86</u>	<u>1986-87</u>
Step 1	\$11,524	\$12,182	\$12,900
Step 2	11,903	12,561	13,278
Step 3	12,300	12,974	13,692
Step 4	12,711	13,407	14,142
Step 5	13,136	13,855	14,614
Step 6	13,612	14,318	15,102

All personnel above the sixth step on the guide will receive a 9.5 percent increase in 1984-85, a 9 percent increase in 1985-86 and a 9 percent increase in 1986-87.

Van drivers are to receive \$8.66 per hour for the 1984-85 school year, \$9.44 per hour for the 1985-86 school year and \$10.29 per hour for the 1986-87 school year.

## APPENDIX B

### ADDITIONAL STIPENDS FOR CUSTODIANS AND FOREMEN

1. All schools shall have a head custodian.
2. Head custodians and foremen shall receive the following stipends:

	<u>1984-87</u>
Betsy Ross	\$725
Commodore Perry	725
George Washington	725
Joyce Kilmer	875
Ramapo Ridge	1,025
High School	1,175
Night Shift Custodial Coordinator	700 (for 1/2 time position)
Maintenance Foreman	1,375



## APPENDIX C

### HOLIDAY SCHEDULE

All twelve-month employees shall have eleven (11) regular paid holidays. Ten-month unit members shall have ten (10) regular paid holidays, except that van drivers shall have nine (9) regular paid holidays. All regular holidays are to be determined by the Board of Education.

The holiday schedule for 1984-85 is set forth below. The holiday schedule for subsequent years of this Agreement will be established by June first, preceding each school year.

<u>1984-85</u>		
Independence Day	1	Wednesday, July 4
Labor Day	1	Monday, September 3
Columbus Day	1	Monday, October 8
Thanksgiving	2	Thursday, November 22 Friday, November 23
Christmas Holiday	2	Monday, December 24 Tuesday, December 25
New Year's Day	1	Tuesday, January 1
Washington's Birthday	1	Monday, February 18
Good Friday	1	Friday, April 5
Memorial Day	<u>1</u>	Monday, May 27

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## APPENDIX D

### VACATION SCHEDULE

The Supervisor of Buildings and Grounds shall ask all employees to submit their vacation requests no later than March 15. A vacation schedule will be prepared and distributed by the Supervisor of Buildings and Grounds by April first.

Employees with seniority shall be given preference regarding the vacation schedule. Those employees having four (4) weeks of vacation will only be permitted to use three (3) of them during July and August. However, the Supervisor of Buildings and Grounds, under unusual circumstances, may grant an employee a four (4) week vacation during July and August. Vacation days are noncumulative.

The following shall be the vacation schedule for 12-month employees:

After 6 months, one day for each month's service for months 6,7,8,9,10,11,12.

1 - 4 years	- 2 weeks
5 - 9 years	- 3 weeks
9+ years	- 4 weeks

Ten-month employees shall receive five (5) working days' vacation.

APPENDIX C  
TO  
CONTRACT BETWEEN MEA/SCHOOL SERVICE PERSONNEL  
AND  
THE MAHWAH BOARD OF EDUCATION

HOLIDAY SCHEDULE

All twelve-month employees shall have eleven (11) regular paid holidays. Ten-month unit members shall have ten (10) regular paid holidays, except that van drivers shall have nine (9) regular paid holidays. All regular holidays are to be determined by the Board of Education.

The holiday schedule for 1986-87 is set forth below.

<u>1986-87</u>		
*INDEPENDENCE DAY	1	FRIDAY, JULY 4
LABOR DAY	1	MONDAY, SEPTEMBER 1
YOM KIPPUR/COLUMBUS DAY	1	MONDAY, OCTOBER 13
THANKSGIVING	2	THURSDAY, NOVEMBER 27 FRIDAY, NOVEMBER 28
CHRISTMAS	2	WEDNESDAY, DECEMBER 24 THURSDAY, DECEMBER 25
NEW YEAR'S DAY	1	THURSDAY, JANUARY 1
MARTIN LUTHER KING DAY	1	MONDAY, JANUARY 19
GOOD FRIDAY	1	FRIDAY, APRIL 17
MEMORIAL DAY	1	MONDAY, MAY 25